

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**INGENIO, FILIALE DE LOTO-QUEBEC,  
INC.**

**Plaintiff,**

**v.**

**Civil Action No. 05-1432 (KAJ)**

**GAMELOGIC, INC. AND  
SCIENTIFIC GAMES CORPORATION**

**REDACTED VERSION**

**Defendants.**

**DECLARATION OF NATHALIE RAJOTTE**

Edmond M. Johnson (No. 2257)  
Thomas H. Kovach (No. 3964)  
THE BAYARD FIRM  
222 Delaware Avenue, Suite 900  
Wilmington, DE 19801

**OF COUNSEL:**

Rodger L. Tate  
Brian M. Buroker  
Christopher J. Cuneo  
Hunton & Williams LLP  
1900 K Street, N.W.; Suite 1200  
Washington, DC 20006  
(T) (202) 955-1500  
(F) (202) 778-2201

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

**INGENIO, FILIALE DE LOTO-QUEBEC,  
INC.**

**Plaintiff,**

v.

**Civil Action No. 05-1432 (KAJ)**

**GAMELOGIC, INC. AND  
SCIENTIFIC GAMES CORPORATION**

**Defendants.**

**DECLARATION OF NATHALIE RAJOTTE**

1. I am Director General of Ingenio, Filiale de Loto-Quebec, Inc., ("Ingenio").
2. I participated in the August 24, 2005 mediation between Scientific Games Corporation ("Scientific Games") and Ingenio with Magistrate Judge Thyng.

**REDACTED**

**REDACTED**

8. During the several weeks after the mediation, I began experiencing some personal medical issues. As a result, I did not attend the NASPL conference that took place in Minneapolis, MN, from September 13-16, 2005. In addition, Ingenio did not have booth at this NASPL conference.

9. I was out of the office due to these personal medical issues (or only in the office for brief periods of time) from September 6 until September 30, 2005. As the Director General (Chief Executive Officer) of Ingenio, any agreement between Ingenio and Scientific Games had to be approved and executed by me. While I was aware that a draft settlement agreement had been prepared and approved by Scientific Games, I had not given my final approval and, thus, had not executed any settlement agreement.

10. I have been informed that just prior to the NASPL conference, Scientific Games attempted many times to obtain Ingenio's final approval of the settlement and its execution of the draft settlement agreement. Due to my medical issues, I was not available to consider such an approval.

11. I believe the reason for Scientific Games' heightened attempt to finalize a settlement became clear a few days later. Specifically, at the NASPL conference Ingenio learned that Scientific Games was launching a new electronic scratch product called ScreenPlay that operated substantially the same as the HomePlay product.

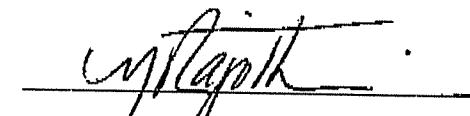
12. After being informed about the ScreenPlay product, Ingenio directed its counsel to investigate whether the ScreenPlay product infringed any claims of the patents-in-suit. It took several weeks to obtain written documentation sufficient to evaluate infringement.

13. When Ingenio's counsel were satisfied that the ScreenPlay product infringed one or more claims of the patents-in-suit, Ingenio requested that this infringement be addressed in the present suit.

**REDACTED**

I declare under the penalty of perjury that the foregoing is true and correct.

Dated: December 12 2005



Nathalie Rajotte

INGENIO, FILIALE DE LOTO QUEBEC,  
INC.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**CERTIFICATE OF SERVICE**

I, Thomas Kovach, hereby certify that on the 16th day of December, 2005, the attached document was electronically filed with the Clerk of the Court using CM/ECF which will send notification of such filing(s) to the following and the document is available to viewing and downloading from CM/ECF:

Richard L. Horwitz  
David E. Moore  
Hercules Plaza, 6<sup>th</sup> Floor  
1313 N. Market Street  
Wilmington, DE 19899-0951

Jack B. Blumenfeld  
Rodger D. Smith  
Morris Nichols Arsh & Tunnell  
Chase Manhattan Centre, 18<sup>th</sup> Floor  
1201 North Market Street  
PO Box 1347  
Wilmington, DE 19899-1347

I hereby also certify that on December 16, 2005, I have sent the foregoing document to the above local counsel by hand delivery and to the following non-registered participants via Federal Express:

Gary Hnath, Esq.  
Susan Baker Manning, Esq.  
Bingham McCutchen LLP  
Suite 800  
1120 20th Street, NW  
Washington, DC 20036

By: /s/ Thomas H. Kovach  
Edmond M. Johnson (No. 2257)  
Thomas H. Kovach (No. 3964)  
The Bayard Firm  
222 Delaware Avenue, Suite 900  
Wilmington, DE 19801